

CITY OF BRIDGEPORT  
IMPROVEMENTS - BLACK ROCK LIGHTHOUSE  
BRIDGEPORT, CT  
PKB71316A

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**SECTION 00100 – INSTRUCTIONS TO BIDDERS**

**GENERAL**

1. Description and Location of Work:

Improvements consist of adding to the riprap revetment foundation including placement of armor stone in specific locations immediately surrounding the lighthouse as well as repair and protection measures to the lighthouse structure itself, which is located on Fayerweather Island at Seaside Park, 1 Barnum Dyke, Bridgeport, CT 06604.

2. Time and Place for Receipt of Bids:

Sealed bids shall be received on or before the date and hour specified in the Invitation to Bids. At that time, they will be publicly opened and read aloud by the Purchasing Agent of the City of Bridgeport's Department of Purchasing and in the presence of representatives of the Department of Parks and Recreation and of any bidders who may desire to be present.

3. Definitions:

The definitions set forth below shall apply to this Invitation to Bid.

- (A) A Bid is a complete and properly executed proposal to do the work as set forth in the requirements of the Contract Documents, for the sum stipulated therein. All Bids must be submitted in accordance with the Bidding Requirements.
- (B) The Base Bid is the sum stated in the Bid for which the Bidder agrees to perform the work described in the Contract Documents as the base to which work may be added to or deleted from for sums indicated in Alternate Bids.
- (C) An Alternate Bid (or Alternate) is an amount stated in the Bid for which work is to be added to or deleted from the Base Bid if the corresponding change in the work as described in the Contract Documents is accepted.
- (D) A Bidder is a person or entity who submits a Bid and meets the requirements set forth in the Bidding Requirements.

4. Bidding Requirements and Contract Documents:

Contracts for the work being bid will be with the City of Bridgeport. An example of the City of Bridgeport - Contractor Agreement is included in the bidding documents.

- (A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such

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portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation to Bid.

- (1) The Invitation to Bid
  - (2) The Instructions to Bidders.
  - (3) The Bid Form.
  - (4) The City of Bridgeport-Contractor Agreement.
  - (5) The General Conditions.
  - (6) The Supplementary General Conditions, if issued.
  - (7) The Technical Specifications.
  - (8) The Construction Drawings.
  - (9) All addenda issued by the City prior to the receipt of bids.
  - (10) All provisions required by law to be inserted in this Contract whether actually inserted or not.
  - (11) The Notice of Award.
  - (12) Bid Bond.
  - (13) Performance and Payment Bonds.
  - (14) Notice to Proceed with Work.
- (B) For particulars as to this procurement, prospective Bidders are referred to the Invitation to Bidders document.
- (C) Bidders may obtain a set of the Bid Documents, consisting of written specifications and drawings package, from the issuing office designated in the Invitation to Bid and/or Invitation to Bidders. A non-refundable fee as indicated in the Invitation and Invitation to Bid is required for the release of each set of the Bid Documents. Any addenda issued will be distributed without charge to Bidders who have received Bid Documents. Bidders are responsible to verify the completeness of all bidding documents.
- (D) Addenda will be issued no later than four calendar days prior to the bid date except an addendum withdrawing the Advertisement or Invitation to Bid or one that includes postponement of the bid date.
- (E) Additional copies of the Bid Documents can be made at the Bidder's expense using the original documents purchased.
- (F) Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid.
- (G) Bidders shall use complete sets of Bid Documents in preparing Bids. Neither the City, nor the Engineer assumes responsibility for errors or misrepresentations resulting from use of incomplete sets of Bid Documents. Complete sets may be viewed at the Office of Public Purchases, 999 Broad Street, 2<sup>nd</sup> Floor, Bridgeport, Connecticut, 06604.

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- (H) This project is exempt from State of Connecticut Sales Tax. A Tax Exemption Certificate will be issued to all contractors and material suppliers. If a contract is issued to a "non-resident contractor", as that term is used in C.G.S. 12-430(7), it shall provide the City with a certificate from the Commissioner of Revenue Services showing that the conditions of the statute have been met by the contractor.
- (I) The submission of a bid or proposal by a contractor for the whole or any part of the work of this project shall constitute an acceptance by such contractor of the terms and conditions of all duly promulgated ordinances and regulations of the City of Bridgeport to the extent the same are applicable; and a contract awarded in response to such bid or proposal shall be deemed to incorporate all such pertinent ordinances and regulations.

5. Pre-Bid Conference:

A pre-bid conference shall be held as set forth in the Invitation to Bid.

- (A) Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation to Bid or the Bid Documents unless a change is made by written amendment as provided in Section 9, below.
- (B) Prior to bidding, it is recommended that each Bidder visit the site and examine the existing conditions. Please refer to the Invitation to Bid for the possible schedule of a mandatory site visit.
- (C) Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information. Bidders will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the contract, which were or should have been indicated to a reasonably prudent bidder. To arrange dates for visiting the work site (other than for the mandatory pre-bid walk-through), bidders are to contact the contact person specified in the Advertisement or Invitation to Bid.

6. Point of Contact:

Any questions or correspondence relating to this bid solicitation shall be addressed to the contact person specified in the Advertisement or Invitation to Bid.

7. Bidder's Representations:

The Bidder, by providing a Bid Proposal, represents that:

- (A) The Bidder has read and understands the Bidding Requirements and Contract

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Documents to the extent that such documentation relates to the work for which the Bid is submitted and other portions of the project, if any, being bid concurrently or presently under construction.

- (B) The bid submitted is in complete compliance with all requirements of the Contract Documents; that the bid is based upon the materials, equipment and systems required, without exception.
- (C) An authorized representative of the Bidder has properly signed the bid and verifies by written oath, that the several matters stated and information furnished therein are, in all aspects, true. A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any contract between the City and the Bidder. In addition, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

8. Bidder Responsibilities and Qualifications:

Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Bidding Documents.

- (A) Bidders shall submit with their bid, the following forms, properly executed with all answers and statements complete and signed by an authorized representative of the Bidder:
  - 1. Statement of Bidder's Qualifications;
  - 2. Non-Collusion Affidavit
  - 3. Small Business Enterprise Utilization Plan
  - 4. State of Connecticut General Statutes required forms:
    - a. Notification to Bidders
    - b. Contract Compliance Data Form
    - c. Contractor's Minority Business Enterprises Utilization Form
    - d. Certification of Bidder EEO Form
    - e. Contractor Wage Certification Form
    - f. [CHRO Contract Compliance Regulations Notification to Bidders form](#)
- (B) The City may require any Bidder or prospective Bidder to furnish all books of account, records, vouchers, statements or other information concerning the Bidder's financial status for examination as deemed necessary by the City to ascertain the Bidder's responsibility and capability to perform the contract. If required, a Bidder must also submit a sworn statement providing such information as the City may require concerning present and proposed plant and equipment, the personnel and qualifications

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of his working organizations, prior experience and performance record. The City reserves the right to disqualify or refuse to award a contract to any individual, partnership, firm or corporation for reasons including but not limited to any of the following:

1. For having defaulted on a previous contract;
2. For having failed, without acceptable justification, to complete a contract within the contract period;
3. For having failed to prosecute the work in accordance with contract requirements;
4. For having performed contract work in an unsatisfactory manner;
5. For having failed to prosecute work continuously, diligently and cooperatively in an orderly sequence;
6. For providing a sworn statement, if required, regarding plant and equipment, personnel, qualifications, experience, capitalization and performance record which, in the City's judgment, indicates the bidder does not have the required experience in the class of work to be bid on, does not have the proper labor and equipment to prosecute the work within the time allowed, or does not have sufficient capital and liquid assets to finance the work.

- (C) Oral Examination on Qualifications - In addition thereto, and when directed by the City, the Bidder, or a responsible officer, agent or employee of the Bidder, must submit to an oral examination to be conducted by the City in relation to his proposed tentative plan and schedule of operations, and such other matters as the City may deem necessary in order to determine the Bidder's ability and responsibility to perform the work in accordance with the contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.
- (D) If the bidder fails or refuses to supply any of the documents or information set forth in this section or fails to comply with any of the requirements thereof, the City may reject the bid.

9. Examination of Proposed Contract Documents:

Bidders shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the work for which the bid is submitted and shall examine the site and local conditions. Bidders shall at once report to the City errors, omissions, inconsistencies or ambiguities discovered.

- (A) Request for Interpretation or Correction – Bidders, upon discovering any patent ambiguity, inconsistency or error, which should have been discovered by a reasonably prudent bidder, must request, in writing, an interpretation or correction from the City. Such interpretation or correction, as well as any additional contract provisions the City may decide to include, will be issued in writing by the City as an addendum to the

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contract, sent by mail, facsimile or delivered to each Bidder recorded as having received a copy of the Contract Documents. The addendum will also be posted at the place where the contract documents are available for the inspection of prospective bidders. Upon such mailing or delivery and posting, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.

- (B) Only City's Interpretation or Correction Binding - Only the written interpretation or correction so given by the City shall be binding, and prospective bidders are warned that no other person, firm or corporation is authorized to give information concerning, or to explain or interpret, the contract.
- (C) Time Limit on Requests – The City shall not consider any requests for interpretation or correction within one week of the date specified for receipt of bids. No addenda will be issued within three days of the date specified for receipt of bids.

10. Preparation of Bid:

Each bid must be submitted upon the prescribed Bid Form, in triplicate. All blanks on the Bid Form shall be executed, either typewritten or written legibly in ink, and shall be signed in ink. The signer shall initial erasures, interlineations, or alterations in ink. Sums shall be expressed in both words and figures; in case of discrepancy, the amount written in words shall govern. All requested Alternates shall be bid; if no change in the Base Bid is required, enter "No Change." Failure to conform to the requirements of this section 10 shall result in the rejection of the bid. The bid must contain:

- (A) The name, residence and place of business of the person or persons making the same;
- (B) The names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated;
- (C) A statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud;
- (D) A statement that no Council member or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof;
- (E) A statement that the bidder is not in arrears to the City or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.

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11. Modification or Withdrawal of Bid:

The prices set forth in the bid cannot be revoked and shall be effective until the award of the contract, unless the bid is withdrawn as provided for herein.

- (A) Bids may be modified or withdrawn by written notice received in the office designated in the Advertisement or Invitation to Bid, before the time and date set for the bid opening. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of bids
- (B) Withdrawn bids may be resubmitted up to the date and time designated for receipt of bids provided they are fully in conformance with this Instruction to Bidders.
- (C) If a bid is withdrawn in accordance with this document, the bid security, if any, shall be returned to the bidder.
- (D) Except as provided for above, a Bidder may not withdraw its bid before the expiration of one hundred twenty (120) days after the date of the opening of bids; thereafter, a Bidder may withdraw its bid only in writing and in advance of an actual award. If within sixty (60) days after the execution of the contract, the City fails to fix the date for commencement of work by written notice to the Bidder, the Bidder, at his option, may ask to be relieved of his obligation to perform the work called for by written notice to the City. If such notice is given to the City, and the request to withdraw is granted, the Bidder waives all claims in connection with this contract. Each Bidder so agrees to this stipulation in submitting a Bid.

12. Acknowledgment of Amendments:

The Bidder, in his submission, shall acknowledge the receipt of any amendment to the contract documents. Failure to do so may be cause for rejection of the bid.

13. Bid Evaluation and Award:

In accordance with the City of Bridgeport Ordinances, and the terms and conditions of this Instruction to Bidders, this contract shall be awarded, if at all, to the responsible Bidder whose bid meets the requirements and evaluation criteria set forth in the Advertisement and the Invitation to Bid and who submits the bid most favorable and in the best interest of the City. However, the City shall have the discretion to reject any or all bids.

- (A) No negotiations with any Bidder shall be allowed to take place except under the circumstances and in the manner set forth in section 17.
- (B) Nothing in this section shall be deemed to permit a contract award to a bidder

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submitting a higher quality item than that designated in the Bidding Documents, if that bid is not also the most favorable bid.

14. Late Bids, Late Withdrawals and Late Modifications:

All bids are due at the location designated in the Advertisement and Invitation to Bid by the specified date and time. Bids must be complete and comply with all requirements set forth in the Bid Documents.

- (A) Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered.
- (B) Bids received at any other location than that designated shall not be considered.
- (C) Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered.
- (D) The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

15. Mistake in Bids:

- (A) Mistakes Discovered Before Bid Opening - A Bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 11, above.

- (B) Mistakes Discovered Before Award

- 1. Where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of the City, if the following conditions are met:
  - a) The mistake is known or made known to the City prior to the awarding of the contract or within three days after the opening of the bid, whichever period is shorter; and
  - b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and
  - c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
  - d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be



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clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and

- e) It is possible to place the City in the same position as existed prior to the bid.
  - 2. Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Section shall be withdrawal of the bid, and the return of the bid bond or other security, if any, to the Bidder. Thereafter, the City may, in its discretion, award the contract to the next lowest Bidder or re-bid the contract. Any amendment to or reformation of a bid or a contract to rectify such an error or mistake therein is strictly prohibited.
  - 3. If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be corrected are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.
16. Low Tie Bids:
- (A) When two or more low responsive bids from responsible bidders are identical in price and meet all the requirements and criteria set forth in the Advertisement and Invitation to Bid, the City will break the tie in the following manner and order of priority:
    - 1. Award to a responsible, certified City of Bridgeport Minority or Woman Business Enterprise (MBE) Bidder;
    - 2. Award to a certified State of Connecticut Small, Minority or Woman-owned Business Enterprise (SBE/MBE/WBE);
    - 3. Bidder Award to a responsible City-based Bidder;
    - 4. Award to a State of Connecticut Bidder.
  - (B) If two or more bidders still remain equally eligible after application of paragraph (A) above, the City shall award by drawing from a lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.
17. Rejection of Bids:
- (A) Rejection of Individual Bids - The City may reject a bid if:
    - 1. The bidder fails to furnish any of the information required; or if
    - 2. The bidder is determined to be not responsible; or if
    - 3. The bid is determined to be non-responsive; or if
    - 4. The bid, in the opinion of the City, contains unbalanced bid prices and is thus non-responsive.

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- (B) Rejection of All Bids - The City may reject all bids and may elect to re-solicit bids if in its sole opinion it shall deem it in the best interest of the City to do so.
- (C) Rejection of All Bids and Summary Bid Process With All Responsible Bidders - In the event all bids submitted by responsive, responsible and qualified bidders exceed the City's budget for such purchase, the City, upon written approval by the Department of Public Purchasing, may determine that it is appropriate reject all bids after bid opening and before award and to complete the acquisition by Summary Bid Process open only to such responsible, qualified bidders that originally submitted a bid.

Such Summary Bid Process may include a post-bid conference, shall permit resubmission of such original bids or the submission of new bids in not less than three days from the mailing of notice to the original bidders, and may provide for the deletion or modification of one or more alternates or change in the specifications provided in the original bid package.

18. Affirmative Action and Equal Employment Opportunity:

This Advertisement and Invitation to Bid is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

19. Participation by Minority Business Enterprises (MBE)

In accordance with the City-Wide Implementation Plan, which prescribes techniques that may be used by contracting agencies to attain the goals set forth in Section 3.12.130 of the City of Bridgeport's Municipal Ordinances, the following provisions shall apply to this procurement. Lists of MBE's certified by the Connecticut Department of Administrative Services, Connecticut Department of Transportation, Connecticut Department of Public Works, City of Hartford, or City of New Haven and copies of the City-Wide Implementation Plan are available upon request from the Office of the Mayor, 999 Broad Street, Bridgeport, Connecticut 06604, (203) 576-7201.

- (A) This contract is subject to utilization requirements and goals for participation of certified MBE's. The mandated requirement for utilization of certified African-American Owned Business Enterprises is 6%. The utilization goal for Minority Business Enterprises is 15% and the utilization goal for Woman Owned Business Enterprises is 15%. A prime contractor which itself is a certified firm may count its own participation in the contract toward the attainment of a utilization mandate or goal.
- (B) The utilization requirements and goals set forth in the Plan may be met in one or more of the following ways:
1. A contractor may subcontract work to certified firms, in which case the dollar amount of the work to be paid to the certified firms shall be credited toward the

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- contractor's attainment of the relevant requirement or goal.
  2. The contractor may enter into a joint venture agreement with one or more certified firms, in which case the percentage of the total dollar amount of the contract which is proportionate to the percentage of the total profit from the contract to which the certified firms are entitled, as stated in the joint venture agreement, shall be credited toward the contractor's attainment of the relevant requirement or goal.
  3. The dollar amount paid by a contractor to purchase the supplies or services from a certified firm shall be credited toward attainment of the relevant requirement or goal.
- (C) Bidders must identify the certified firms to achieve the goals. Accordingly, bidders shall submit a contractor utilization plan prior to award indicating:
1. The type of work to be performed by certified MBE's and/or African-American Owned Business Enterprises, and the approximate amounts they are to be paid for such work;
  2. The name and employer identification number or social security number of each certified MBE and African-American Owned Business Enterprise that will perform such work;
  3. Verification letters from each such MBE and African-American Owned Business Enterprise that it has agreed to enter into a formal agreement for the work, and indicating the price agreed upon for such work; and
  4. The time frames when work to be performed by each such MBE or African-American Owned Business Enterprise is scheduled to begin and end.
- (D) A bidder that does not meet the utilization goals of the Plan shall be rejected as non-responsive except however, if the bidder sufficiently demonstrates the following good faith efforts based upon a record with supporting documentation of all steps taken to satisfy the first and at least two (2) of the remaining outreach activities below to the satisfaction of the Administrator or his designee:
1. The contractor shall, within a reasonable time prior to the time of submission of its bid, publish a notice seeking subcontractors on the City's purchasing website and an advertisement (one column inch minimum) in the Saturday edition of the Connecticut Post, in the public notices section, entitled "Bridgeport Minority Contracting Opportunity" in bold lettering describing the type or types of work, services, equipment, goods or supplies being sought, and the name, address and telephone number of the contractor's contact person having knowledge of the subcontracting work being sought.
  2. The contractor shall send written notices to at least two (2) business associations and/or development agencies, profit or non-profit, that represent or are associated with the interests of Minority Contractors and who disseminate bid opportunities

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and other information to Minority Contractors, so long such notices are sent within a reasonable time prior to the deadline for the submission of each such bid or proposal. Such notices shall describe the types of work, services, equipment, goods or supplies being sought, and the name, address and telephone number of the contractor's contact person with knowledge of the subcontracting work being sought. The contractor shall make every reasonable effort to respond to the inquiries and information requests of Minority contractors within a reasonable time prior to the time of the bid or proposal submission.

3. The contractor shall take steps to identify Minority Contractor in the contracting category doing the type of work sought in connection with the contract from lists available from the Purchasing Department, on the City's purchasing website or other Internet websites, or at other locations by calling the Purchasing Department (203) 576-7291 or the Administrator's Office (203) 576-3958 or viewing the database at the [www.ci.bridgeport.ct.us](http://www.ci.bridgeport.ct.us) webpage.
4. The contractor shall obtain written quotes received from Minority Contractors that were rejected for good cause because of cost, quality, experience, availability, responsibility, resources, equipment, lack or inadequacy of bonding or insurance, and the like.
5. The contractor shall demonstrate its attempts to enter into joint ventures or other business arrangements with Minority Contractors not in violation of this chapter to perform portions of the work, to supply materials, and the like, and shall document all actions taken in that regard, including, where appropriate, the reasons for failure or rejection of such efforts.

The contractor shall advertise in media outlets associated with or likely to reach Minority Contractors at least two (2) times within a reasonable time prior to the date of submission of the bid that includes a reasonable time for Minority Contractors to provide quotes.

- (E) The Contractor will be required to submit accurate reports and other required documents to verify certified MBE contractors are being utilized in compliance with the law, contract provisions and specified procedures.

20. Bid, Performance and Payment Security:

- (A) Bid Security - Each bid in excess of \$50,000.00, except for bids from certified MBE's for which a bid in excess of \$100,000.00, must be accompanied by bid security either as a certified check or a bid bond in an amount equal to ten percent (10%) of the bid, payable to the Treasurer, City of Bridgeport. The bid security shall assure the City of Bridgeport of the adherence of the Bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the Bidder, if required in the Contract Documents. Bid security shall be returned to the bidder as follows:

1. Within ten (10) days after the award, the City will return the deposits of the unsuccessful bidders or, within ten (10) days of expiration of the bids.

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2. Within ten (10) days after the execution of the Contract and acceptance of the Contractor's bonds, the City will return the bid security of the successful Bidder.
3. Where all bids are rejected, the City will return the deposit of all bidders at the time of rejection.

(B) Performance and Payment Security – Each Bidder shall submit a letter from a surety acceptable to the City stating that the Bidder, if awarded this contract, will be able to obtain the Performance Bond and the Payment Bond required.

1. The Performance Bond and Payment Bond shall be delivered by the Contractor prior to or at the time of execution of the contract.
2. The Contractor will be required to provide such bonds for this project in an amount equal to 100% of the contract sum for each bond. Cost of providing such bonds shall be included in the bid.
3. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of contract may be made to the next lowest responsible and responsive bidder, or the contract may be re-bid.

(C) Acceptable Types of Bid Security - Acceptable types of security for bids shall be limited to the following:

1. A one-time bond in a form satisfactory to the City;
2. A bank certified check or money order;

(D) Form of Bonds - Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of Bridgeport. Forms for bid, performance, and payment bonds are listed in the Bidding Documents. Such bonds must have as surety thereunder such surety company or companies as are approved by the City of Bridgeport and authorized to do business in the State of Connecticut. Premiums for any required bonds must be included in the base bid.

(E) Power of Attorney - Attorneys in fact who sign bid, performance, or payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

21. Failure to Execute Contract:

In the event of failure of the successful Bidder to execute the contract and furnish the required security within five (5) days (if no bond is required) and ten (10) days (if bond is required) after notice of the award of the contract, such bidder may be deemed non-responsive. The deposit of the successful Bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the City, and the successful Bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such contract shall be subsequently awarded, including the cost of any required re-bidding and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the Bidder for the recovery

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of the deposit or as a defense to any action based upon such accepted bid. Further, should the Bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the Bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on this project, less the amount of the forfeited deposit.

22. Labor Law Requirements:

- (A) General - The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.
- (B) Minimum Wages - This contract is subject to the State of Connecticut Labor Law Section 31-53, which requires that all laborers and mechanics on the site be paid no less than the wage rates contained in the determination by the U.S. Secretary of Labor and the Connecticut Department of Labor attached as part of the Contract Documents. The Contractor is reminded that all wage provisions of this contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being fined and debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions that may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.
- (C) Records - The Contractor will be required to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, contract provisions and specified procedures.

23. Contractor Insurance Requirements:

Bidders are advised that the insurance requirements contained herein will be regarded as a material term of this contract. During performance and up to the date of final acceptance, the Contractor must effect and maintain, with companies authorized to do business in the State of Connecticut, the types and amounts of insurance specified in the Contract Documents.

24. Lump Sum Contracts:

- (A) Comparison of bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.
- (B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the specifications as being included in the lump sum bid. The Bidder shall also bid a unit price for the additional cost of excavating material that is defined in the specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material shall be taken as the quantity set forth in the Engineer's Estimate multiplied by

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the unit price bid. This total estimated cost of additional excavation will be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.

- (C) Variations in Estimated Quantities - The Engineer's estimate of the quantity of excavation for which additional payment will be made is approximate. It is given for use as a uniform basis for the comparison of bids, solely. Such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

25. Unit Price Contracts:

- (A) Comparison of Bids - Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Form, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.
- (B) Variations from Engineer's Estimate - Bidders are warned that the Engineer's Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not be considered part of this contract. The quantities actually required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.
- (C) Overruns - If during the progress of the work, due to errors, site conditions, changes in design or any other reason, it appears that the actual quantity of any unit item necessary to complete the work will exceed the estimated quantity by 25 percent, the Contractor shall immediately notify the Project Manager of such anticipated overruns.
1. The contractor shall not be compensated for work performed in excess of one hundred twenty five (125) percent of the estimate quantities in the bid schedule without written authorization from the Project Manager.
  2. The contractor will be paid at the unit price bid for quantities up to one hundred twenty five (125) percent of the estimated quantities listed in the bid schedule. If quantities on any item exceed one hundred twenty five (125) percent of the estimate, the Owner reserves the right and the Contractor agrees to re-negotiate the unit price bid to a new unit price for such quantities. If the City requires additional units of the item and the City and Contractor cannot agree on a new price then the City shall order the Contractor to perform the additional work. The Contractor agrees to perform the additional work on a time and material basis for the actual and reasonable cost as determined under the Contract, but in no event at

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a cost exceeding the bid price.

26. License and Permits:

The successful Bidder will be required to obtain all necessary licenses and permits necessary to perform the work. The cost of obtaining such licenses shall be the responsibility of the Contractor.

27. Multiple Prime Contractors:

If more than one prime contractor will be involved on this project, all contractors are required to examine the Advertisement and Invitation to Bid packages for all other parts of the project.

END OF SECTION